

E-HH (Emails re. DS1 capable loops)

EXHIBIT E-HH

-----Original Message-----

From: Smith, Richard A.
Sent: Thursday, July 03, 2003 11 14 AM
To: 'Taylor, Teresa'
Subject: RE DS1 Facility Response

Ms Taylor/Teresa

Thank you - will distribute to the Eschelon Team

Will let you know if the charges are not complying with Tariffs/Agreements and if there continues to be compliance issues

Rick Smith

-----Original Message-----

From: Taylor, Teresa [SMTP:Teresa.Taylor@qwest.com]
<<mailto:SMTP:Teresa.Taylor@qwest.com>>
Sent: Thursday, July 03, 2003 10 15 AM
To: 'rasmith@eschelon.com'
Subject: DS1 Facility Response

Per our phone conversation,

for DS1 or above facilities we have the obligation to unbundle existing facilities, this would include the electronics and intermediate repeaters as required. If the span line does not exist, you have the option to request and pay for what you need. Qwest has in the past not fully enforced our contractual right to collect on the charges incurred when completing DS1 level unbundled services. Charging is the specific change that has occurred.

When facilities are not available, you may contact your service managers for options including the CRUNEC process.

In order to make sure that all Qwest employees are consistent, this guidance is included in a revised MCC released to the service center yesterday July 2. In addition, the Network Engineering organization will be releasing a revised notice to clarify this issue with the appropriate engineering forces.

thanks for bringing this to my attention Rick - I believe moving forward you will hear a consistent message from our employees.

have a wonderful 4th of July

-----Original Message-----

From: Clauson, Karen L
Sent: Monday, July 07, 2003 10:38 AM
To: 'jlnovak@qwest.com', 'jtietz@qwest.com', 'Scott Martin', 'Richardson, Anne', 'Austin, Coleen'
Cc: Korthour, Mary J, Markert, William D, Copley, Ellen M, Johnson, Bonnie J, Larson, Laurie A
Subject: RE: DS1 capable loop held orders

It would also be useful if Qwest could provide the text of the MCCs sent to its employees on this issue (mentioned by Teresa Taylor in her note below), so that we know what information has been provided to the people we will be dealing with. (Sorry for the second email. Hit send before I added this.)

-----Original Message-----

From: Clauson, Karen L
Sent: Monday, July 07, 2003 10:32 AM
To: 'jlnovak@qwest.com', 'jtietz@qwest.com', 'Scott Martin', 'Richardson, Anne', 'Austin, Coleen'
Cc: Korthour, Mary J, Markert, William D, Copley, Ellen M, Johnson, Bonnie J, Larson, Laurie A
Subject: FW: DS1 capable loop held orders

Below is a note from Teresa Taylor to Rick Smith regarding the DS1 capable loop issue. We understand that this note confirms the conversation between Rick and Teresa. Teresa indicated that there had been a miscommunication at Qwest, and orders would go back to being processed (including incremental facility work) rather than being placed in held order status (service inquiry). The only change would be a rate change, such that Qwest will begin charging rates -- when approved by a Commission -- in some situations in which it was not previously charging those rates.

We would appreciate it if you could identify for us more specifically (1) which rates Qwest will begin to charge (2) in which states (3) under what circumstances and (4) effective upon what date (per state). If a notice has been sent about this, please direct me to the appropriate notice. Thank you.

In addition, this leaves open the status of the orders for which Qwest sent jeps in the last weeks that should not have received jeps if the Qwest miscommunication had not occurred. We could not afford more delay and have been forced by Qwest's error to place orders for private lines for those orders. (We will need to do this until the problem has been corrected. Teresa told Rick that there could be a short delay while she gets the message out to the appropriate people.) Because these orders should not have been jep'd and placed in held status: (1) the lower DS1 capable loop rate should apply to these lines, (2) Qwest should promptly convert these lines to DS1 capable loops, and (3) there should be no charge for the conversion (which would not be needed, if Qwest had processed the DS1 capable loop orders instead of erroneously jep'ing them). Mary Korthour will provide Qwest with a list of the lines to date for which we had to order private lines when we should have been able to order DS1 capable loops as a result of this issue. Please let us know if Qwest does not agree/will not adjust the bills and perform the conversion accordingly.

Please let me know who will provide the rate information and when. Thank you.

Karen L. Clauson
Senior Director of Interconnection
Eschelon Telecom, Inc.
730 2nd Ave. South, Suite 1200
Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

-----Original Message-----

From: Joan Masztaler [SMTP: jmaszta@qwest.com]
Sent: Tuesday, July 08, 2003 7:47 PM
To: kiclauson@eschelon.com
Cc: Teresa Taylor@qwest.com, Jean Novak, Toni Dubuque, Anne Richardson, bjohnson@eschelon.com
Subject: FW: DS1 capable loop held orders

Karen,

I believe that you misunderstood Teresa Taylor's email on the provisioning of DS1-capable loops. Let me provide this information as clarification.

1. As Teresa reiterated, Qwest's unbundling obligations extend only to existing DS1 facilities. Therefore, CLECs may have unbundled access to Qwest's DS1-capable loops if Qwest has existing facilities (meaning, a DS1-capable loop already in place that goes from a DSX panel to the field and is currently capable of meeting the service specifications associated with a DS1). Qwest will do incremental facility work (e.g., cross-connects, etc.) to provision an existing DS1 facility for a CLEC. (As these are DS1-capable loops, there is no need for conditioning to remove load coils and bridged tap.)
2. When an existing DS1 facility is not available, the CLEC can still pursue the end user, but Qwest will have to construct the facility. The order will go into held status and the CLEC is notified via a jeopardy notice. At this point, the CLEC is advised that they can contact their service manager for additional options including CRUNEC. Teresa did not intend for her message to be construed as a change in this process. CRUNEC is not part of the normal provisioning process; and it was not an "error" that Eschelon's DS1-capable loop orders were held. Qwest cannot resume processing the orders. Eschelon may contact the service manager for additional options.
3. When there is no existing DS1-capable loop facility available for unbundling, one of the options for the CLEC is to request and pay for construction charges under CRUNEC. It is the CRUNEC charges that Teresa is referring to when she states a charge will apply.

I hope this has provided clarification to the provisioning of DS1-capable loops. Please discuss this matter with Mr. Smith, and if you still believe that there is confusion over this process, please contact me and I will see if we cannot get it cleared up.

Joan Masztaler
Qwest
Director-Customer Service Operations
303-896-8331

-----Original Message-----

From: Clauson, Karen L
Sent: Wednesday, July 09, 2003 10:18 AM
To: 'Joan Masztaler'
Cc: Teresa Taylor@qwest.com, Jean Novak, Toni Dubuque, Anne Richardson, 'Judith Schultz', Johnson, Bonnie J
Subject: RE: DS1 capable loop held orders

The statement in Teresa's email is very specific. It states "Qwest has in the past not fully enforced our contractual right to collect on the charges incurred when completing DS1 level unbundled services. Charging is the specific change that has occurred." Teresa very clearly states that (1) a change has occurred, and (2) the change specifically is to start "charging" rates that were not previously charged because Qwest states that it has "not fully enforced our contractual right to collect on the charges." Eschelon's questions relate to these charges, and Qwest needs to answer them so that we can plan for these charges. Teresa Taylor recognized in her conversation with Rick that Eschelon may even object to these charges. We can't review whether to object, however, unless we know what they are and when they apply. Therefore, we asked

We would appreciate it if you could identify for us more specifically (1) which rates Qwest will begin to charge (2) in which states (3) under what circumstances and (4) effective upon what date (per state). If a notice has been sent about this, please direct me to the appropriate notice.

These questions relate directly to Teresa's statement that "Charging is the specific change that has occurred." Qwest has made a change, so Qwest must know what the change is. We simply want you to share that information with us, as we are affected by the change.

The rest of our questions are equally on point. Teresa recognized that jeps were being sent when they should not be (because the change that "has occurred" relates to charges and not whether an order will be processed). Qwest jep'd orders that should not have been jep'd, and Qwest needs to remedy this situation. So, Qwest needs to address these questions from my previous email.

This leaves open the status of the orders for which Qwest sent jeps in the last weeks that should not have received jeps if the Qwest miscommunication had not occurred. We could not afford more delay and have been forced by Qwest's error to place orders for private lines for those orders. (We will need to do this until the problem has been corrected. Teresa told Rick that there could be a short delay while she gets the message out to the appropriate people.) Because these orders should not have been jep'd and placed in held status: (1) the lower DS1 capable loop rate should apply to these lines, (2) Qwest should promptly convert these lines to DS1 capable loops, and (3) there should be no charge for the conversion (which would not be needed, if Qwest had processed the DS1 capable loop orders instead of erroneously jep'ing them). Mary Korthour will provide Qwest with a list of the lines to date for which we had to order private lines when we should have been able to order DS1 capable loops as a result of this issue. Please let us know if Qwest does not agree/will not adjust the bills and perform the conversion accordingly. [Mary has since provided that information.]

We would like a prompt response to these questions, which stem directly from the information that Teresa Taylor provided to Eschelon. Your restatement of the issue does not change the information provided to us directly by Teresa Taylor. Her information raised follow-up questions, and we would appreciate responses.

-----Original Message-----

From: Joan Masztaler [SMTP:jmaszta@qwest.com]
Sent: Thursday, July 10, 2003 12:14 PM
To: kiclauson@eschelon.com
Cc: Teresa Taylor@qwest.com, Jean Novak, Toni Dubuque, Anne Richardson, 'Judith Schultz', Johnson, Bonnie J
Subject: RE: DS1 capable loop held orders

Karen,

Jeopardy notices are not being sent out by mistake. If a DS1 facility is not available Qwest will issue a jeopardy notice to the CLEC. I believe I answered this question in my previous email. When the CLEC receives the jeopardy notice they have several choices: they may contact the service manager to discuss the CRUNEC process, elect to provision a private line DS1, cancel the order, leave the order in held status for 30 days, elect at a future time to resubmit the order to determine if facilities are available. The cost will depend upon the choice the CLEC makes. If a private line DS1 is requested the appropriate tariff rate would apply. If the CLEC is interested in the CRUNEC process, they must have language in their ICA that is in the SGAT under 9.19 and the associated rates that are in Exhibit A by state. The change that Teresa is referring to is a recent change in the CRUNEC process that removed the word "conditioning" to eliminate confusion on unbundled DS1-capable loops. In addition Teresa indicated that our internal processes have been reviewed and reinforced to meet compliance with our existing PCAT and SGAT provisioning of DS1 capable loops.

Joan Masztaler
Qwest
Director-Customer Service
(303) 896-8331

-----Original Message-----

From: Clauson, Karen L
Sent: Thursday, July 10, 2003 1 10 PM
To: 'Joan Masztaler'
Cc: Teresa Taylor@qwest.com, Jean Novak, Toni Dubuque, Anne Richardson, 'Judith Schultz', Johnson, Bonnie J
Subject: RE: DS1 capable loop held orders

Teresa

This is different from Eschelon's understanding of your conversations with Rick Smith, particularly with respect to (1) whether order processing over the last few weeks was affected by the miscommunication at Qwest and (2) the change at Qwest that will result in charges when Qwest did not previously charge. Rick recalls you saying that we may disagree on the charges, but at least we will get the orders flowing while we debate that issue. Do you recall something like that? Can you explain how it fits with what Joan says below?

Is there anything that you could add to what Joan has said to help clear up what appears to be quite different information? We would like you to have an opportunity to address this personally if you would like, as we decide on next steps.

Karen L. Clauson
Senior Director of Interconnection
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730 2nd Ave. South, Suite 1200
Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

-----Original Message-----

From: Clauson, Karen L
Sent: Thursday, July 10, 2003 1 43 PM
To: 'adubuqu@qwest.com'
Subject: FW: SERVICE INQUIRIES - facilities for DS1 capable loops

-----Original Message-----

From: Clauson, Karen L
Sent: Tuesday, July 01, 2003 11 57 AM
To: 'jlnovak@qwest.com'
Cc: Larson, Laurie A, Miller, Todd R, Johnson, Bonnie J
Subject: RE: SERVICE INQUIRIES - facilities for DS1 capable loops

To be sure the issue you are reviewing and responding to is clear, I'll point out that "line conditioning" itself is only part of the issue. We are talking about the various ways (only one of which is called "line conditioning") that Qwest may provide facilities. In paragraph 164 of the FCC's 9-state Qwest 271 Order (12/20/02), the FCC said "The record shows that Qwest attempts to locate compatible facilities for competing LECs" and "performs incremental facility work to make UNEs available." In footnote 617, the FCC quotes section 9.1.2.1.2 of Qwest's SGAT, which states

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.

Qwest has represented to the FCC that it is Qwest's existing policy and practice to make attempts to locate compatible facilities and to perform incremental facility work to make UNEs available. DS1 capable loops are UNEs. We are asking Qwest to ensure that it is enforcing this policy and practice and completing the necessary incremental facility work to provide facilities.

The fact that the number of jeopardy notices for service inquiry/held orders has jumped suggests that Qwest is not doing so or has made some other change leading to this increase.

--Please explain the basis for the increase in these notices.

--Please let us know what Qwest is doing to remedy this situation and decrease the number of such notices.

--Please treat this as a high priority request. If you need to escalate or involve your attorneys, please do so. We need relief from the jep notice problem ASAP.

-----Original Message-----

From: Clauson, Karen L
Sent: Thursday, July 10, 2003 4 44 PM
To: 'adubiqu@qwest.com'
Subject: FW: construction charges/DSL capable loops

I am back at my desk and found this SGAT provision (that I mentioned on the phone) You have probably found this one too by now, but here it is just in case. Appreciate your looking into these issues and look forward to hearing from you

9.19Construction Charges (emphasis added)

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. **When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.** If Qwest agrees to construct a network element that satisfies the description of a UNE contained in this agreement, that network element shall be deemed a UNE

-----Original Message-----

From: Dubuque, Toni [SMTP: Toni.Dubuque@qwest.com]
Sent: Friday, July 11, 2003 12:29 PM
To: 'kclauson@eschelon.com'
Cc: Masztaler, Joan, Taylor, Teresa
Subject: DS1 Capable loop discussion

Karen,

Here is some additional information to help clarify our discussion yesterday on DS1 capable loops

First of all, you asked what are the steps taken in the field when an order is received for a DS1 capable loop. The assignment process or 11 step process (as referenced by you in our call) is used for these loops. You can reference this documented process by looking in the PCAT under <http://www.qwest.com/wholesale/clecs/provisioning.html>. There is a word doc for copper facilities listing out the entire 11 step process. I know you are familiar with that process and it does apply to this product. So, that really spells out the steps we take when an order comes through. If we determine there are no facilities after going through these steps, then the last sentence in the SGAT 9.1.2.1 applies and we would offer CRUNEC process as one alternative.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.19 Construction Charges

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. If Qwest agrees to construct a network element that satisfies the description of a UNE contained in this agreement, that network element shall be deemed a UNE.

If you go to Appendix A in the SGAT under CRUNEC, you will see that in CO the quote charge is ICB as it is in many states. A quote of actual charges will then be provided including all of the time and materials that the job will require. Charging of course will depend on the magnitude of the job involved. I know that you wanted a definitive cost but since each situation is so different that is not possible and it is the reason why Qwest has set it up as a quote process.

The other question that came up in our discussion is one on incremental facilities as stated below in 9.1.2.1.2. If the facility (DS1 capable loop) is available, we would do the incremental facility work per the SGAT at no additional cost.

9 1 2 1 2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises

I believe this information is consistent with what Joan has already given you and I did add the reference to the 11 step process which is applicable for DS1 capable loops. I hope that this helps give you a better picture. I told Teresa that we were working on this and she has been in the loop on all our correspondence so far. She believes this is consistent with what she discussed with Rick. Let me know if you need anything else. I am on vacation this afternoon so let's talk Monday if necessary.

Toni Dubuque

-----Original Message-----

From: Clauson, Karen L
Sent: Friday, July 11, 2003 2:58 PM
To: 'Dubuque, Toni'
Cc: Masztaler, Joan; Taylor, Teresa
Subject: RE: DS1 Capable loop discussion

Thank you for the information, Toni. I appreciate your assistance. Your statement on incremental facility work is more clear, and we appreciate the clarification. I still need to review with others internally, but a couple of things that I would like to discuss with you on Monday.

The first piece that does not seem to be addressed yet are Joan's statements that "it was not an error that Eschelon's DS-1 capable loop orders were held" and that "jeopardy notices are not being sent out by mistake." We do believe that the spike in jeps did reflect an error that led to erroneous jeps, and we have confirmed again with Rick that he had understood Teresa to say that she agreed and needed a short time to get that problem fixed. We still want Qwest to re-look at those jep orders and see whether, if cost was the only issue and the process followed, the orders would have been jep'd. (You mentioned on the call that perhaps we had not authorized charges. As Jean and Bonnie have been discussing for a long time, the Qwest system does not allow the CLEC to authorize charges in this situation. Also, Teresa referred to a change in "charging." We couldn't address new charges before we even knew that such a change had occurred.

The other piece that still seems outstanding is what was the "change" referred to in Teresa's email. Teresa said: "Qwest has in the past not fully enforced our contractual right to collect on the charges incurred when completing DS1 level unbundled services. Charging is the specific change that has occurred."

I appreciate your reference to ICB language, so I know that it's what Qwest views as the rate. Equally important, however, is when Qwest will apply that rate/ICB process (and how that has changed). What steps is Qwest charging for now that Qwest did not charge for when "not fully" enforcing its rights? If I missed this in your email, I apologize. It seems to be a statement of the Qwest SGAT/policy but not a discussion of the change. To start looking for these charges resulting from a "fully enforced" policy so we can analyze whether we agree with them, we need to understand what they are and how we will recognize them. (If the answer is that we need to "authorize" them as a result of increased jeps, see note above regarding authorization.) We just really need to understand what the change was. We have asked for a copy of the text of the MCCs sent out at Qwest and still hope to receive that information. Perhaps it will help in this regard.

We'll review it internally, and then we can talk on Monday.

Thanks,
Karen

Karen L. Clauson
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Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

-----Original Message-----

From: Clauson, Karen L
Sent: Monday, July 14, 2003 11:42 AM
To: 'Dubuque, Toni'
Cc: Johnson, Bonnie J
Subject: RE: DS1 Capable loop discussion (with enclosure)

I suppose it would help if I include the enclosure Here it is.

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) –V5.0

History Log ([*Link italicized text to Attach Download CRUNEC History Log doc*](#))

Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs) Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal)
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal)
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) ([Link blue text to http://www.qwest.com/wholesale/pcat/eel.html](http://www.qwest.com/wholesale/pcat/eel.html))
- Loop MUX Combination (LMC) ([Link blue text to http://www.qwest.com/wholesale/pcat/lmc.html](http://www.qwest.com/wholesale/pcat/lmc.html))
- Sub-Loop ([Link blue text to http://www.qwest.com/wholesale/pcat/subloop.html](http://www.qwest.com/wholesale/pcat/subloop.html))
- Unbundled Dark Fiber (UDF) ([Link blue text to http://www.qwest.com/wholesale/pcat/darkfiber.html](http://www.qwest.com/wholesale/pcat/darkfiber.html))
- Unbundled Dedicated Interoffice Transport (UDIT) ([Link blue text to http://www.qwest.com/wholesale/pcat/udit.html](http://www.qwest.com/wholesale/pcat/udit.html))
- Unbundled Local Loop ([Link blue text to http://www.qwest.com/wholesale/pcat/unloop.html](http://www.qwest.com/wholesale/pcat/unloop.html))
- Unbundled Network Elements-Platform (UNE-P) ([link blue text to http://www.qwest.com/wholesale/pcat/unep.html](http://www.qwest.com/wholesale/pcat/unep.html))

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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Availability

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions (Link blue text to <http://www.qwest.com/wholesale/pcat/territory.html>)

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Terms and Conditions

- To initiate facility construction work, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to <http://tariffs.qwest.com/8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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Pricing

Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS)CRUNEC Quote

The QPF/QPFS is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF/QPFS will be applied to the cost of construction if you accept the quoted CRUNEC price.

The QPFS will be required when a facility can be provided by simple means. A simple facility rearrangement consists of a combination of one or more of the following:

- Redirecting pairs to the requested address that can be used to provide the requested facility
Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement
- Removing fewer than four load coils
- Removing bridged tap as required for requested facility
- Placing a repeater card in existing apparatus case
- Changing slots for an existing repeater card in an existing apparatus case

Qwest retains the QPF/QPFS if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF/QPFS, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists (Link blue text to <http://tariffs.qwest.com/8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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Implementation

Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the Negotiations Template Agreement. (Link blue text to <http://www.qwest.com/wholesale/clecs/negotiations.html>)

Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, UNE-P, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services.

This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. Prior to the completion of the QPF/QPFS contract, Qwest will review your request and provide a determination of whether the QPF or the QPFS fee applies. The first step includes the Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF/QPFS contract sent to you. When requesting the QPF/QPFS contract you will need to provide the following information to your Qwest Service Manager:
 - CLEC name
 - Contact name
 - Contact telephone number

- Billing address
- Fax number
- Contact email address
- A QPF/QPFS contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF/QPFS contract includes terms and conditions, the QPF/QPFS and a Billing Account Number (BAN). To accept the QPF/QPFS contract, return the signed QPF/QPFS contract and full QPF/QPFS payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
 - Type and quantity of UNE(s)
 - Address of requested UNE(s), city, county, state
 - Common Language Location Identification (CLLI™) code of Serving CO
 - CLLI code of End CO
 - Brief description of UNE(s) requested

If you do not remit the full QPF/QPFS payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF/QPFS contract and full QPF/QPFS payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field include a 'Y'
- In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
QPF/QPFS Contract Request	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> • Name of CLEC • Contact name • Contact telephone number, Fax number, and email address • Billing address
Delivery of the QPF/QPFS Contract	Qwest BART	Not applicable	<ul style="list-style-type: none"> • QPF/QPFS Contract
QPF/QPFS Contract Acceptance	CLEC	30 business days *	<ul style="list-style-type: none"> • Signed QPF/QPFS contract • Full QPF/QPFS payment • Type and quantity of UNE(s) • Address of requested UNE(s), city, county, state • CLLI code of Serving CO • CLLI code of End CO • Brief description of UNE(s) requested
Delivery of CRUNEC Quote	Qwest	20 business days after QPF/QPFS Contract Acceptance.	<ul style="list-style-type: none"> • CRUNEC quote
CRUNEC Quote Acceptance	CLEC	Interval as defined in your Interconnection Agreement. If not defined, the interval is 90 business days *	<ul style="list-style-type: none"> • Notification to Qwest Service Manager
CRUNEC Contract Acceptance	CLEC	30 business days *	<ul style="list-style-type: none"> • Signed CRUNEC contract • Full CRUNEC quote payment
Resubmit the service request	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment	<ul style="list-style-type: none"> • Resubmit the LSR or ASR • in the MANUAL IND field Include a 'Y' • In REMARKS include the (BAN) found on your CRUNEC contract
Estimated Ready for Service Date	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> • Estimated Ready for Service Date
Construction	Qwest	ICB	<ul style="list-style-type: none"> • Completed Construction

* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the Ordering Overview (Link blue text to <http://www.qwest.com/wholesale/clecs/ordering.html>)

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Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview (Link blue text to <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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Billing

Billing and Receivable Tracking (BART) billing is described in Billing Information - Billing and Receivable Tracking (BART) (Link blue text to <http://qwest.com/wholesale/clecs/bart.html>)

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Training

Qwest 101: "Doing Business with Qwest"

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register (Link blue text to http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)

View additional Qwest courses by clicking on Course Catalog (Link blue text to <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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Contacts

Qwest contact information is available in the Wholesale Customer Contacts (List blue text to <http://www.qwest.com/wholesale/clecs/escalations.html>)

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Frequently Asked Questions (FAQs)

1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

No. Estimated pricing will not be available prior to the assessment and payment of the QPF/QPFS

2. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?

You are responsible for the already incurred EF&I cost for the work completed. Should you choose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures

already incurred for the EF&I of the requested service and the QPF/QPFS, with a brief description of the work completed

3. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?

No You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities

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Last Update: August 25, 2003

CLLITM is a Trademark of Telecordia Technologies, Inc
META Tags Special Construction, Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,

-----Original Message-----

From: Clauson, Karen L
Sent: Monday, July 14, 2003 11:41 AM
To: 'Dubuque, Toni'
Cc: Johnson, Bonnie J
Subject: RE: DS1 Capable loop discussion

Toni, we would like to know how the enclosed document relates to the discussions below, if at all. In particular, how is "rearrangement of facilities" defined, and how is this different from "incremental facility work"? We don't see the difference. Also, where in the tariff does Qwest charge Retail end users for these costs? (If you need to forward this email to someone else at Qwest for a response, please do so, and let me know whom I should be dealing with. We just need to be able to fit it into the discussions we have had so far, so we know if/how it relates.)

I didn't realize that I have a seminar out of the office today, so I won't be able to call you today. If you can either email me with info on these questions (and those below), or call me when you want to discuss this week, that would be great. Thanks

-----Original Message-----

From: Dubuque, Toni [SMTP: Toni.Dubuque@qwest.com]
Sent: Wednesday, July 16, 2003 10:45 AM
To: 'kiclauson@eschelon.com'
Subject: DS1

Karen,

I am doing an Operations review in Duluth today so here is what I have to share. We can set up time on Friday to visit but hopefully, this is about all I have on this subject.

I'm not sure what additional clarification I can provide on the jeopardy notice process. When a facility is not available Qwest will issue a jeopardy notice to inform the CLEC of the status. It is that process that Joan was explaining in her emails.

In terms of the discussion between Rick and Teresa, I was not at that meeting but believe the emails you have received from Joan and I fully explain what has taken place; the modification of the CRUNEC, and the associated costs for CRUNEC. The charges that apply to a DS1 when facilities are not available are the charges under CRUNEC if a CLEC elects this option.

Rearrangement of facilities is typically a section throw, cable throw, or a pair change. It is not incremental work and therefore is defined differently. Incremental work applies when a DS1 capable loop exists and there is no redirection of the network.

Qwest's Wholesale policies are in parity with our Retail business. The tariffs are public information and are available to you. In looking at your delayed orders, I do not see any significant change. From January to June your delayed orders for DS1 capable loops including EEL range from the mid 70's to mid 80's with a low of 59 in May. June appears to fit in the range of other months. In looking at the specific LSRs you provided each of these were delayed due to no existing DS1 capable facility.

-----Original Message-----

From: Clauson, Karen L
Sent: Wednesday, July 16, 2003 6 45 PM
To: 'Dubuque, Toni'
Cc: Johnson, Bonnie J , Masztaler, Joan
Subject: DS1

Toni

You may get this message twice. I hit send before quite finishing it and recalled it to complete it. Here is the complete note (with the last couple of sentences added)

I am free on Friday if you would like to discuss. I have a meeting at 10am but otherwise look pretty free. Let me know what works for you, if you think a discussion would be helpful.

We do not believe that our questions have been answered. You and Joan have summarized current policy, but you have not addressed our questions about the "the specific change that has occurred" (past tense) described by Teresa. Teresa's email was sent on July 3rd and referred to a change that had already occurred. Eschelon (as well as CBeyond and others) felt the impact of that change with the increase in jep notices. We brought the issue to Qwest, because it was clear something had changed. The CRUNEC change that you are referring to wasn't even noticed until after COB this Friday (7/11), and the comment period hasn't even expired yet. Are you saying that Qwest had already implemented that change?

Regarding the CRUNEC process proposed in the 7/11 notice, the notice provides insufficient detail for us to understand why orders are jep'd and for which activities Qwest will charge. We asked for a definition of "facilities reassignment" and you provided a few examples. Is there documentation of the facilities reassignment activities for which you plan to charge? If not, will you provide a list of activities (like the level of detail in the description of activities in the 11-step process, only this would be the activities that you consider to be facilities reassignment steps for which Qwest plans to charge)?

We do not agree with your statement that Qwest can charge for a pair change, for example, because this is somehow a "build". Qwest does not charge its retail customers when it changes pairs to free facilities; so it cannot charge us. See, e.g., AZ ICA, Att 1, paragraph 3.1. When we asked you to show us that you do charge retail customers, you responded that we should read the tariff. We don't find any evidence in the tariff that you charge retail customers these charges.

We still want Qwest to take another look at the list of orders we provided to you. For each, please state the facilities problem that led to the jep notice, such as whether in that particular case it was a pair change, etc., that was needed. (Some notices say but others do not.) Please state what steps would have been taken by Qwest in the past with respect to facilities (in the situations that you said in our conversation that Qwest's employees were acting out of process) and whether those steps, if taken now, would have resulted in the processing of the orders (and whether they would result in a charge). This exercise would be helpful in understanding the change Qwest has made.

We have also asked Qwest to provide the text of the MCCs sent to its employees on this issue. If you have responded to that request, I missed it.

You state that you have looked at our "delayed orders". Qwest sends jep notices on a very wide variety of issues. As you know, we are talking here specifically about the service inquiry notices. Within this category, the number jumped.

We have comments due in AZ 271 on Friday, and we'll raise this issue there. The PUC may deal with it in that case or the next phase of the cost case. We will have to get the information in discovery if Qwest does not want to provide it informally. We hope that there is more we can do informally, however. Let me know if you believe there is and would like to discuss.

-----Original Message-----

From: Dubuque, Toni [SMTP: Toni.Dubuque@qwest.com]
Sent: Friday, July 18, 2003 10:47 AM
To: 'kiclauson@eschelon.com'
Cc: Masztaler, Joan
Subject: Reply

Karen,

I am sorry to reply to this so late but I just converted to Outlook and lost some email messages. Yours was one of those. I am not sure that a meeting will be of any benefit to us as I believe we have answered to the best of our ability all of the questions that you have asked. Let me clarify a couple of points that you addressed in your last email.

The CRUNEC change that I referenced is the one that went into effect on 6-16-03.

PROS.04.30.03.F.01071.CRUNEC

Local Exchange Carrier (LEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as

- Line and Station Transfers (LSTs) Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements). Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work. Completing facilities to an end-user's premises (e.g., ~~Conditioning~~ place Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

There is another change in progress and that is different than this one.

As you know, our policy is not to share internal documentation with customers. The MCC would have included the information denoted above.

We believe the current list of orders that are in held status are the ones that would need further action by Eschelon to process. Again, it would be up to you to determine which option you would want to select, i.e., cancel, order Private Line, use CRUNEC process.

I believe we have made every communication attempt to clarify this subject and have dealt with this informally.

Toni Dubuque
612-288-3831
800-472-6976 pager

-----Original Message-----

From: Clauson, Karen L.
Sent: Friday, July 18, 2003 10:55 AM
To: 'Dubuque, Toni'
Cc: Masztaler, Joan
Subject: RE: Reply

Thanks for the message. As you know, we disagree. Appreciate the response.

E-II (CRUNEC Notice, V.5)

EXHIBIT E-II

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) –V5.0

History Log ([*Link italicized text to Attach Download CRUNEC History Log doc*](#))

Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

Line and Station Transfers (LSTs). Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.

Cable Throws (also known as Section Throws or Plant Rearrangements). Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).

Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).

Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) ([Link blue text to http://www.qwest.com/wholesale/pcat/eel.html](http://www.qwest.com/wholesale/pcat/eel.html))
- Loop MUX Combination (LMC) ([Link blue text to http://www.qwest.com/wholesale/pcat/lmc.html](http://www.qwest.com/wholesale/pcat/lmc.html))
- Sub-Loop ([Link blue text to http://www.qwest.com/wholesale/pcat/subloop.html](http://www.qwest.com/wholesale/pcat/subloop.html))
- Unbundled Dark Fiber (UDF) ([Link blue text to http://www.qwest.com/wholesale/pcat/darkfiber.html](http://www.qwest.com/wholesale/pcat/darkfiber.html))
- Unbundled Dedicated Interoffice Transport (UDIT) ([Link blue text to http://www.qwest.com/wholesale/pcat/udit.html](http://www.qwest.com/wholesale/pcat/udit.html))
- Unbundled Local Loop ([Link blue text to http://www.qwest.com/wholesale/pcat/unloop.html](http://www.qwest.com/wholesale/pcat/unloop.html))
- Unbundled Network Elements-Platform (UNE-P) ([link blue text to http://www.qwest.com/wholesale/pcat/une.html](http://www.qwest.com/wholesale/pcat/une.html))

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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Availability

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to

governmental or jurisdictional restrictions (Link blue text to <http://www.qwest.com/wholesale/pcat/territory.html>)

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Terms and Conditions

To initiate facility construction work, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to <http://tariffs.qwest.com/8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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Pricing

Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS)CRUNEC Quote

The QPF/QPFS is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF/QPFS will be applied to the cost of construction if you accept the quoted CRUNEC price.

The QPFS will be required when a facility can be provided by simple means. A simple facility rearrangement consists of a combination of one or more of the following:

- Redirecting pairs to the requested address that can be used to provide the requested facility
- Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement
- Removing fewer than four load coils

Removing bridged tap as required for requested facility
Placing a repeater card in existing apparatus case
Changing slots for an existing repeater card in an existing apparatus case

Qwest retains the QPF/QPFS if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF/QPFS, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders

Furnished material cost

Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link blue text to <http://tariffs.qwest.com/8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

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This includes checking for:

Spare or partially connected facilities

Disconnect orders

LSTs

Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

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The first step requires you to complete the following:

Contact your Qwest Service Manager to have a QPF/QPFS contract sent to you. When requesting the QPF/QPFS contract you will need to provide the following information to your Qwest Service Manager

CLEC name

Contact name

Contact telephone number

Billing address

Fax number

Contact email address

A QPF/QPFS contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF/QPFS contract includes terms and conditions, the QPF/QPFS and a Billing Account Number (BAN). To accept the QPF/QPFS contract, return the signed QPF/QPFS contract and full QPF/QPFS payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:

Type and quantity of UNE(s)

Address of requested UNE(s), city, county, state.

Common Language Location Identification (CLLI™) code of Serving CO

CLLI code of End CO

Brief description of UNE(s) requested

If you do not remit the full QPF/QPFS payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF/QPFS contract and full QPF/QPFS payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement, you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.

When you receive the CRUNEC contract, you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

In the MANUAL IND field, include a 'Y'.

In REMARKS, include the BAN found on your CRUNEC contract.

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes, and deliverables required for CRUNEC:

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
QPF/QPFS Contract Request	CLEC and Qwest Service Manager	Not applicable	Name of CLEC Contact name Contact telephone number, Fax number, and email

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
			address Billing address
Delivery of the QPF/QPFS Contract	Qwest BART	Not applicable	QPF/QPFS Contract
QPF/QPFS Contract Acceptance	CLEC	30 business days *	Signed QPF/QPFS contract Full QPF/QPFS payment Type and quantity of UNE(s) Address of requested UNE(s), city, county, state CLLI code of Serving CO CLLI code of End CO Brief description of UNE(s) requested
Delivery of CRUNEC Quote	Qwest	20 business days after QPF/QPFS Contract Acceptance.	CRUNEC quote
CRUNEC Quote Acceptance	CLEC	Interval as defined in your Interconnection Agreement If not defined, the interval is 90 business days *	Notification to Qwest Service Manager
CRUNEC Contract Acceptance	CLEC	30 business days *	Signed CRUNEC contract Full CRUNEC quote payment
Resubmit the service request	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	Resubmit the LSR or ASR in the MANUAL IND field Include a 'Y' In REMARKS include the (BAN) found on your CRUNEC contract
Estimated Ready for Service Date	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	Estimated Ready for Service Date
Construction	Qwest	ICB	Completed Construction

* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the Ordering Overview (Link blue text to <http://www.qwest.com/wholesale/clecs/ordering.html>)

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Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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Billing

Billing and Receivable Tracking (BART) billing is described in Billing Information - Billing and Receivable Tracking (BART) (Link blue text to <http://qwest.com/wholesale/clecs/bart.html>)

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Training

Qwest 101: "Doing Business with Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register (Link blue text to http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html)

View additional Qwest courses by clicking on Course Catalog (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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Contacts

Qwest contact information is available in the Wholesale Customer Contacts (List blue text to <http://www.qwest.com/wholesale/clecs/escalations.html>)

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Frequently Asked Questions (FAQs)

4. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

No. Estimated pricing will not be available prior to the assessment and payment of the QPF/QPFS.

5. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?

You are responsible for the already incurred EF&I cost for the work completed. Should you choose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures already incurred for the EF&I of the requested service and the QPF/QPFS, with a brief description of the work completed.

6. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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META Tags Special Construction, Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,